

DRAWN BY: JoAnne L. Carlyle, City Attorney
RETURN TO: City Attorney, P.O. Box 230, High Point, NC 27261

NORTH CAROLINA

GRANT OF EASEMENT

GUILFORD COUNTY

THIS GRANT OF EASEMENT made this ____ day of _____, 2020, between **THE CITY OF HIGH POINT**, a municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, existing under the laws of the State of North Carolina (the "City") and **NIDO & MARIANA QUBEIN CHILDREN'S MUSEUM**, a North Carolina nonprofit corporation located at _____ (the "Museum").

W I T N E S S E T H

WHEREAS, the Museum is planning to build and operate a Children's Museum on its property located at the southeast intersection of North Hamilton Street and Montlieu Avenue in the City of High Point, North Carolina, which property has an address of 200 Montlieu Avenue, High Point, North Carolina, and is described in those deeds recorded in Book 8214, Page 109, and Book 8125, Page 1104, Guilford County Registry (the "Museum Property");

WHEREAS, the City owns that certain tract of land described as Tract 1 in that deed recorded in Book 3672, Page 1215, Guilford County Registry, which tract is adjacent to the south line of the Museum Property, and has frontage on North Hamilton Street (the "City Property");

WHEREAS, in developing its architectural site plan for the Children's Museum, the Museum found that it needed an additional eleven (11) parking spaces and some additional land on which to locate a dumpster pad for a garbage receptacle serving the proposed Children's Museum (the "Dumpster Pad");

WHEREAS, the City Property is currently improved with a parking lot which serves the Roy B. Culler, Jr. Senior Center;

WHEREAS, the Museum has requested that the City allow it to have use of the eleven parking spaces located on the City Property directly adjacent to the southerly line of the Museum Property as shown on Exhibit A (the “Shared Parking Spaces”), and to locate a portion of the Dumpster Pad on a portion of the City Property in the location shown on Exhibit A; and

WHEREAS, the City has agreed to the Museum’s request under the terms and conditions herein set forth; and

WHEREAS, the Museum has paid to the City the sum of \$150.00, which contributes to the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and \$150.00 hand paid, receipt of which is hereby acknowledged, and other consideration, the City and Museum hereby covenant and agree that:

1. The City, for itself and its successors and assigns, hereby grants permission to the Museum, its successors and assigns, to install, use, repair, replace, and maintain the Dumpster Pad in the location shown on Exhibit A attached hereto, subject to the terms and conditions set forth herein. The City, for itself and its successors and assigns, hereby grants and conveys to the Museum, its successors and assigns, a non-exclusive, perpetual easement for the use of the Shared Parking Spaces by the Museum’s employees, guests, and invitees, and for ingress, egress, and regress from North Hamilton Street across the parking lot located on the City Property to the Shared Parking Spaces and the Dumpster Pad.

2. The Museum is responsible for:

- (a) any and all expenditure of labor or materials required in the installation, use, erection, repair, replacement, maintenance or location of the Dumpster Pad; and
- (b) any and all labor or expense which results from any and all future maintenance and repair of the Dumpster Pad, and the removal or dismantling of the Dumpster Pad if and when the Dumpster Pad is removed; and
- (c) any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Museum, its agents, employees, contractors or subcontractors in connection with the Dumpster Pad, or any cause of action arising out of the installation, maintenance, or location of said Dumpster Pad or any other cause of action arising out of the installation, maintenance, or location of said Dumpster Pad (collectively, “Claims and Causes of Action”), unless such claims and causes of action are the result of the negligence of the City, its employees, contractors, guests, or invitees.

3. The Museum agrees:

- (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and

- (b) to defend the City, its officers, councilors and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and
- (c) to indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

4. The Museum shall keep the dumpster secure at all times, and shall maintain it and the Dumpster Pad in good order and repair, including the prompt repair of any damage to the City's parking lot caused by the Museum, its employees and contractors during construction, maintenance or repair of the Dumpster Pad. The dumpster itself shall be located in a screened and gated enclosure.

5. The Museum shall provide any necessary signage and parking lot re-striping necessary to keep and maintain unimpeded access to the dumpster pad and dumpster for garbage collection vehicles, with such signage and parking lot re-striping to be subject to City's prior approval.

6. The Museum, upon completion of the installation of the Dumpster Pad, shall submit to the City revised drawings in the form of an AutoCad (.dwg) file for retention by the City if the actual installation differs significantly from the installation shown on the Exhibit A (in such event, the Museum shall secure approval of the City prior to the differing installation).

7. The Museum, during the life of this agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers, authorized under the laws of the State of North Carolina, insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, combined single limit for personal injury, property damage, or wrongful death resulting from the use of the City Property pursuant to this agreement, including any construction, maintenance, or repairs made pursuant to this agreement, with the City of High Point being included as additional insured as respects work under this Agreement. Museum shall furnish the City upon the City's request, but no more than once in any 12 month period, a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Museum shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not replaced. Should Museum fail to pay premiums upon said insurance, or should Museum fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Museum shall thereupon terminate, except the Museum shall still be responsible for removing the Dumpster Pad from the City Property.

8. The Museum agrees to abide by all applicable laws, regulations, statutes and ordinances governing construction and use of the Dumpster Pad and use of the Shared Parking Spaces as contemplated herein.

9. This Agreement shall not divest the City of any rights or interest in the City Property.

10. The Museum shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

11. This Agreement shall be binding upon and enure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

20. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

12. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

If to City:
City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261
ATTN: Planning Director

If to Museum:
Nido and Mariana Qubein Children's Museum
c/o Barry Kitley
One University Parkway
High Point, NC 27268

IN WITNESS WHEREOF, the Museum has caused this instrument to be signed by its duly authorized representative as of the day and year first above written.

**NIDO & MARIANA QUBEIN CHILDREN'S
MUSEUM**, a North Carolina nonprofit corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the County and State, do hereby certify that _____, personally came before me this day and acknowledged that he/she is _____, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the Museum.

Witness my hand and official stamp or seal, this the ____ day of _____, 2020.

My commission Expires: _____

Notary Public

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its City Manager and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

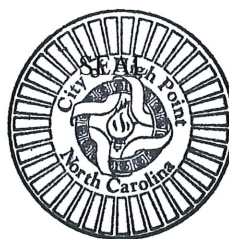
CITY OF HIGH POINT

By:

Jay Wagner, City of High Point Mayor

ATTEST:

Lisa B. Vierling
Lisa B. Vierling, City Clerk



NORTH CAROLINA

GUILFORD COUNTY

I, Mary S. Brooks, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official stamp or seal, this the 23rd day of June, 2020.

My commission Expires: 7-26-2023

Mary S. Brooks
Notary Public

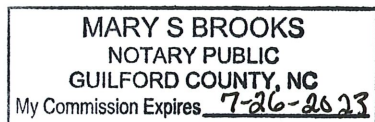
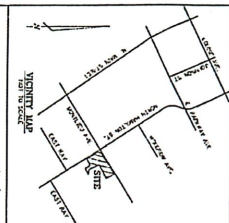


EXHIBIT A

Shared Parking Spaces and Dumpster Pad

[See attached.]

[Note to Draft: Map attached to this document should label the specific 11 parking spaces as “Shared Parking Spaces”, and label the “Dumpster Pad”. Also need the following language: “This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.”]



MONTLIEU AVE.
(PUBLIC R/W VARIES)

NORTH HAMILTON ST. (PUBLIC R/W VARIES)

Station	Point	Elevation
1+00	Intersection	28.50
1+25	Point A	28.50
1+50	Point B	28.50
1+75	Point C	28.50
2+00	Point D	28.50
2+25	Point E	28.50
2+50	Point F	28.50
2+75	Point G	28.50
3+00	Point H	28.50
3+25	Point I	28.50
3+50	Point J	28.50
3+75	Point K	28.50
4+00	Point L	28.50
4+25	Point M	28.50
4+50	Point N	28.50
4+75	Point O	28.50
5+00	Point P	28.50
5+25	Point Q	28.50
5+50	Point R	28.50
5+75	Point S	28.50
6+00	Point T	28.50
6+25	Point U	28.50
6+50	Point V	28.50
6+75	Point W	28.50
7+00	Point X	28.50
7+25	Point Y	28.50
7+50	Point Z	28.50
7+75	Point AA	28.50
8+00	Point AB	28.50
8+25	Point AC	28.50
8+50	Point AD	28.50
8+75	Point AE	28.50
9+00	Point AF	28.50
9+25	Point AG	28.50
9+50	Point AH	28.50
9+75	Point AI	28.50
10+00	Point AJ	28.50
10+25	Point AK	28.50
10+50	Point AL	28.50
10+75	Point AM	28.50
11+00	Point AN	28.50
11+25	Point AO	28.50
11+50	Point AP	28.50
11+75	Point AQ	28.50
12+00	Point AR	28.50
12+25	Point AS	28.50
12+50	Point AT	28.50
12+75	Point AU	28.50
13+00	Point AV	28.50
13+25	Point AW	28.50
13+50	Point AX	28.50
13+75	Point AY	28.50
14+00	Point AZ	28.50
14+25	Point BA	28.50
14+50	Point BB	28.50
14+75	Point BC	28.50
15+00	Point BD	28.50
15+25	Point BE	28.50
15+50	Point BF	28.50
15+75	Point BG	28.50
16+00	Point BH	28.50
16+25	Point BI	28.50
16+50	Point BJ	28.50
16+75	Point BK	28.50
17+00	Point BL	28.50
17+25	Point BM	28.50
17+50	Point BN	28.50
17+75	Point BO	28.50
18+00	Point BP	28.50
18+25	Point BQ	28.50
18+50	Point BR	28.50
18+75	Point BS	28.50
19+00	Point BT	28.50
19+25	Point BU	28.50
19+50	Point BV	28.50
19+75	Point BW	28.50
20+00	Point BX	28.50
20+25	Point BY	28.50
20+50	Point BZ	28.50
20+75	Point CA	28.50
21+00	Point CB	28.50
21+25	Point CC	28.50
21+50	Point CD	28.50
21+75	Point CE	28.50
22+00	Point CF	28.50
22+25	Point CG	28.50
22+50	Point CH	28.50
22+75	Point CI	28.50
23+00	Point CJ	28.50
23+25	Point CK	28.50
23+50	Point CL	28.50
23+75	Point CM	28.50
24+00	Point CN	28.50
24+25	Point CO	28.50
24+50	Point CP	28.50
24+75	Point CQ	28.50
25+00	Point CR	28.50
25+25	Point CS	28.50
25+50	Point CT	28.50
25+75	Point CU	28.50
26+00	Point CV	28.50
26+25	Point CW	28.50
26+50	Point CX	28.50
26+75	Point CY	28.50
27+00	Point CZ	28.50
27+25	Point DA	28.50
27+50	Point DB	28.50
27+75	Point DC	28.50
28+00	Point DD	28.50
28+25	Point DE	28.50
28+50	Point DF	28.50
28+75	Point DG	28.50
29+00	Point DH	28.50
29+25	Point DI	28.50
29+50	Point DJ	28.50
29+75	Point DK	28.50
30+00	Point DL	28.50
30+25	Point DM	28.50
30+50	Point DN	28.50
30+75	Point DO	28.50
31+00	Point DP	28.50
31+25	Point DQ	28.50
31+50	Point DR	28.50
31+75	Point DS	28.50
32+00	Point DT	28.50
32+25	Point DU	28.50
32+50	Point DV	28.50
32+75	Point DW	28.50
33+00	Point DX	28.50
33+25	Point DY	28.50
33+50	Point DZ	28.50
33+75	Point EA	28.50
34+00	Point EB	28.50
34+25	Point EC	28.50
34+50	Point ED	28.50
34+75	Point EE	28.50
35+00	Point EF	28.50
35+25	Point EG	28.50
35+50	Point EH	28.50
35+75	Point EI	28.50
36+00	Point EJ	28.50
36+25	Point EK	28.50
36+50	Point EL	28.50
36+75	Point EM	28.50
37+00	Point EN	28.50
37+25	Point EO	28.50
37+50	Point EP	28.50
37+75	Point EQ	28.50
38+00	Point ER	28.50
38+25	Point ES	28.50
38+50	Point ET	28.50
38+75	Point EU	28.50
39+00	Point EV	28.50
39+25	Point EW	28.50
39+50	Point EX	28.50
39+75	Point EY	28.50
40+00	Point EZ	28.50
40+25	Point FA	28.50
40+50	Point FB	28.50
40+75	Point FC	28.50
41+00	Point FD	28.50
41+25	Point FE	28.50
41+50	Point FF	28.50
41+75	Point FG	28.50
42+00	Point FH	28.50
42+25	Point FI	28.50
42+50	Point FJ	28.50
42+75	Point FK	28.50
43+00	Point FL	28.50
43+25	Point FM	28.50
43+50	Point FN	28.50
43+75	Point FO	28.50
44+00	Point FP	28.50
44+25	Point FQ	28.50
44+50	Point FR	28.50
44+75	Point FS	28.50
45+00	Point FT	28.50
45+25	Point FU	28.50
45+50	Point FV	28.50
45+75	Point FW	28.50
46+00	Point FX	28.50
46+25	Point FY	28.50
46+50	Point FZ	28.50
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47+50	Point GD	28.50
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48+25	Point GH	28.50
48+50	Point GI	28.50
48+75	Point GJ	28.50
49+00	Point GK	28.50
49+25	Point GL	28.50
49+50	Point GM	28.50
49+75	Point GN	28.50
50+00	Point GO	28.50
50+25	Point GP	28.50
50+50	Point GQ	28.50
50+75	Point GR	28.50
51+00	Point GS	28.50
51+25	Point GT	28.50
51+50	Point GU	28.50
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52+00	Point GW	28.50
52+25	Point GX	28.50
52+50	Point GY	28.50
52+75	Point GZ	28.50
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53+25	Point HB	28.50
53+50	Point HC	28.50
53+75	Point HD	28.50
54+00	Point HE	28.50
54+25	Point HF	28.50
54+50	Point HG	28.50
54+75	Point HH	28.50
55+00	Point HI	28.50
55+25	Point HJ	28.50
55+50	Point HK	28.50
55+75	Point HL	28.50
56+00	Point HM	28.50
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56+75	Point HP	28.50
57+00	Point HQ	28.50
57+25	Point HR	28.50
57+50	Point HS	28.50
57+75	Point HT	28.50
58+00	Point HU	28.50
58+25	Point HV	28.50
58+50	Point HW	28.50
58+75	Point HX	28.50
59+00	Point HY	28.50
59+25	Point HZ	28.50
59+50	Point IA	28.50
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63+00	Point IO	28.50
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63+50	Point IQ	28.50
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67+75	Point JH	28.50
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68+25	Point JJ	28.50
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68+75	Point JL	28.50
69+00	Point JM	28.50
69+25	Point JN	28.50
69+50	Point JO	28.50
69+75	Point JP	28.50
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70+75	Point JT	28.50
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71+25	Point JV	28.50
71+50	Point JW	28.50
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73+75	Point KF	28.50
74+00	Point KG	28.50
74+25	Point KH	28.50
74+50	Point KI	28.50
74+75	Point KJ	28.50
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75+50	Point KM	28.50
75+75	Point KN	28.50
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76+25	Point KP	28.50
76+50	Point KQ	28.50
76+75	Point KR	28.50
77+00	Point KS	28.50
77+25	Point KT	28.50
77+50	Point KU	28.50
77+75	Point KV	28.50
78+00	Point KW	28.50
78+25	Point KX	28.50
78+50	Point KY	28.50
78+75	Point KZ	28.50
79+00	Point LA	28.50
79+25	Point LB	28.50
79+50	Point LC	28.50
79+75	Point LD	28.50
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80+25	Point LF	28.50
80+50	Point LG	28.50
80+75	Point LH	28.50
81+00	Point LI	28.50
81+25	Point LJ	28.50
81+50	Point LK	28.50
81+75	Point LL	28.50
82+00	Point LM	28.50
82+25	Point LN	28.50
82+50	Point LO	28.50
82+75	Point LP	28.50
83+00	Point LQ	28.50
83+25	Point LR	28.50
83+50	Point LS	28.50
83+75	Point LT	28.50
84+00	Point LU	28.50
84+25	Point LV	28.50
84+50	Point LW	28.50
84+75	Point LX	28.50
85+00	Point LY	28.50
85+25	Point LZ	28.50
85+50	Point MA	28.50
85+75	Point MB	28.50
86+00	Point MC	28.50
86+25	Point MD	28.50
86+50	Point ME	28.50
86+75	Point MF	28.50
87+00	Point MG	28.50
87+25	Point MH	28.50
87+50	Point MI	28.50
87+75	Point MJ	28.50
88+00	Point MK	28.50
88+25	Point ML	28.50
88+50	Point MN	28.50
88+75	Point MO	28.50
89+00	Point MP	28.50
89+25	Point MQ	28.50
89+50	Point MR	28.50
89+75	Point MS	28.50
90+00	Point MT	28.50
90+25	Point MU	28.50
90+50	Point MV	28.50
90+75	Point MW	28.50
91+00	Point MX	28.50
9		

SHEET NO.
C-1